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objection can be raised to such an estoppel where the circumstances of application are the result of one's own deliberation, and that the giving of an irrevocable effect to such an instrument is not unconstitutional. *Ins. Co. v. Dagg*, 172 U. S. 557. See *Cooley, Consti. Lim.* (5th Ed.) 453.

CONSTITUTIONAL LAW—HOURS OF LABOR—VALIDITY.—*PEOPLE v. LOCHNER*, 76 N. Y. Supp. 396.—*Held*, a law providing that no employee shall be required or permitted to work in a bakery more than 60 hours a week, or more than 10 hours in one day, unless for the purpose of making a shorter work day on the last day of the week, is a valid police regulation not in conflict with U. S. Const., art. 14, sec. 1, providing that no State shall make or enforce any law which shall abridge the privileges or immunities of the citizens of the U. S.

It has been held that the legislature might prohibit railroads from permitting or requiring workmen who have worked twenty-four hours to go on duty again until they have had eight hours rest. *People v. Phyfe*, 136 N. Y. 554. A Utah statute which limited the hours of labor in mines was held constitutional in *Holden v. Hardy*, 169 U. S. 366, Brewer and Peckham, J. J., *dissenting*. In the latter case the only purpose of the statute was to protect the employee, while in the principal case the health of the general public is an additional object.

CONSTITUTIONAL LAW—LIBERTY OF CONTRACT.—*STATE v. KREUTZBERG*, 90 N. W. 1008 (Wis.).—Rev. St. 1898, secs. 4466 b., Amended Laws 1899, c. 332 of Wis., provided that no person shall discharge an employee because of his membership in a labor organization. *Held*, void as an unconstitutional restraint on individual freedom.

Statutes almost identical with this were held void in *State v. Julon*, 129 Mo. 163, and *Gillespie v. People*, 188 Ill. 176. Limitations of liberty of contract have sometimes been upheld as containing an element of bona fide police regulations to promote the public health, welfare, comfort or safety, as in *Holden v. Hardy*, 169 U. S. 366 (limiting hours of labor in mines); *Hancock v. Yaden*, 121 Ind. 366 (forbidding payment in orders, as within governmental power to regulate currency); *State v. Wilson*, 7 Kan. App. 428 (forbidding the screening of coal before weighing, on grounds of governmental control of weights and measures). But other courts have failed to find the elements of valid police regulations in those provisions, in *Braceville Coal Co. v. People*, 147 Ill. 66; *State v. Hann*, 61 Kan. 146; and *Ramsey v. People*, 142 Ill. 380, respectively, and in general the authorities are in serious conflict.

CONTRACTS FOR FUTURE DELIVERY—VOID IF QUANTITY INDETERMINABLE.—*COLD BLAST TRANSP. CO. v. KANSAS CITY BOLT & NUT CO.*, 114 Fed. 77.—Plaintiff alleged a contract by which the defendant agreed to deliver, during six months, certain materials at stated prices, the quantity to be taken not being specified. *Held*, void for want of mutuality.

This case is similar to *Crane v. C. Crane & Co.*, 105 Fed. 869, where an agreement by a wholesale dealer to supply a retailer during a certain time, at stated prices, with so much of a commodity as the purchaser might require for his trade, which left it practically optional with the purchaser to increase or diminish his orders, with the rise or fall of prices, was held void for want of mutuality. These agreements are to be distinguished from accepted offers to deliver such articles as shall be needed, required, or consumed by